



City of WOODSTOCK

Finance Department

121 W. Calhoun Street
Woodstock, Illinois 60098
815/338-4300
Fax 815/334-2269

April 1, 2013

RE: Woodstock Train Depot

Dear Prospective Tenant:

Attached is a copy of the City of Woodstock's Request for Proposals (RFP) related to the rental of the Woodstock Train Depot. We appreciate your consideration in entering into a business venture at the Train Depot and ask that you carefully review the requirements outlined within the RFP.

The City of Woodstock is requiring that all respondents submit business plans for the potential use of this facility. The final proposal should also include, at a minimum, two years of pro-forma financial statements. In addition, any proposal submitted to the City of Woodstock should include verification of the payment of all utilities associated with operating the Train Depot, including those utility costs related to the public areas as well as indicate the proposed business's compliance with the minimum service hours and monthly rent payments. Also, the Waiver Form and Submitter's Checklist should be completed, signed and returned with any proposal. Failure to comply with any of these requirements may result in the City disregarding your submission.

Your final proposal must be received no latter than 5:00 p.m. on Friday, May 10th at the Woodstock City Hall, Office of the City Manager, 121 W. Calhoun Street, Woodstock, IL 60098. Three copies should be submitted if mailed; however, proposals will also be accepted through fax (815/334-2269) or e-mail (rstelford@woodstockil.gov). The City of Woodstock retains all rights to reject any and all proposals, should none be appropriate or in the best interest of the City of Woodstock. The City also reserves the right to enter into simultaneous negotiations with more than one party.

The City of Woodstock reserves the right, where it may serve the City of Woodstock's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Woodstock, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The City of Woodstock reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The City of Woodstock will not be responsible for any costs associated with the development of any proposals. **Submission of a proposal indicates acceptance of all of the conditions contained within the RFP.**

The City of Woodstock appreciates your interest in leasing the Train Depot site and looks forward to reviewing your proposal. If you have any questions, please feel free to contact me at 815/338-4300 or e-mail rstelford@woodstockil.gov.

Sincerely,

Roscoe C. Stelford, III
Deputy City Manager



Request for Proposals
Woodstock Train Depot
Rental Space

City of Woodstock, IL

April 1, 2013

Office of the City Manager
City of Woodstock
121 W. Calhoun Street
Woodstock, IL 60098

REQUEST FOR PROPOSALS

FOR LEASE OF WOODSTOCK TRAIN DEPOT RENTAL SPACE

City Manager's Office
City of Woodstock

I. INTRODUCTION

The City of Woodstock is requesting proposals from interested businesses and individuals to lease the Woodstock Train Depot, located at 90 Church Street, Woodstock, Illinois. The terms of the initial lease would be for a period of one-year with the inclusion of two one-year options that would be at the City's discretion.

Woodstock Train Depot

Located at the geographic center of McHenry County is the Woodstock Square. This business area, designated a National Register Historic District in 1988, is the heart of the community. Prominent in the Square is the Old McHenry County Courthouse and Jail (1857) and the Woodstock Opera House (1890) both of which are on the National Register of Historic Places. Woodstock has received national recognition in 2007, named as a "Distinctive Destination" by the National Trust for Historic Preservation.

Strategically located at the Northern entrance to the Woodstock Square is the Woodstock Train Depot. This historic structure, located at 90 Church Street, is owned by the Union Pacific Railroad and has been leased to the City of Woodstock, which has been historically sub-leased to the tenant, Trax Depot. A map indicating the location of the Train Depot has been included as Attachment A.

The City has been notified by the existing tenant of their desire to terminate the lease at the end of April, 2013. Therefore, the City is interested in identifying another suitable tenant to replace Trax Depot with the new business tentatively opening in June to minimize the disruption of service to the patrons of the Woodstock Train Depot.

The Woodstock Train Depot currently serves approximately 450 people on a daily basis utilizing commuter train service to the City of Chicago and the points in between. Over the next five years, Metra intends to move its railyard to the west of Woodstock, which would greatly expand ridership at the Woodstock Station and mirror service currently offered at stations to the East.

Rental Space

The leased space of the Woodstock Train Depot contains approximately 1,000 square feet, plus a 9' x 10' utility closet and some storage space in the basement. There are separate access doors leading to both the train depot platform and an adjoining parking lot to/from the leased space. The building interior includes quarry tile floors, oak doors and trim, decorative light fixtures, forced air heat and central air conditioning. The heating and cooling units have separate controls for the leased space and the lobby area. There are two public washrooms in the site which serve the leased space of the Train Depot.

The lessee shall be responsible for all costs of improvements to the structure for remodeling, fixtures, plumbing, electrical and other improvements required to prepare and maintain the leased space as a retail operation as it relates to their proposed business.

Business Hours

The City would desire future applicants to consider minimum hours for the public portion of the building as follows:

Monday through Friday	5:30 a.m. to 1:00 p.m.
Saturday	6:00 a.m. to 1:00 p.m.
Sunday	8:00 a.m. to Noon
Holidays (as defined by Metra)	Closed

Suffice it to note, the tenant may operate and maintain the Train Depot for longer periods if desired. **In addition, the tenant is responsible for the opening and closing of the public portion of the Train Depot for the hours eventually agreed upon.**

Building Maintenance

The City of Woodstock is responsible for exterior grounds maintenance, including snow removal. Any exterior alterations to the Train Station (such as signage for the leased space) must be approved by the City of Woodstock' Historic Preservation Commission.

Lease Rate

The City's existing lease rate for the Train Depot is currently \$800 per month. Respondents may propose an alternate lease rate for the three-year period, which will be considered by the City Administration. However, the City reserves the right to negotiate a revised lease rate with any of the respondents.

Utilities

The Respondent, if selected, shall be responsible for all utilities, including garbage service, for the premises, and those associated with the passenger section of the train station. In addition, the Respondent will also be responsible for the day-to-day maintenance of all portions of the Train Depot, including the public washrooms, which must be maintained in a clean, sightly, and healthy condition.

Insurance Requirements:

The Respondent, if selected, shall be required to provide insurance coverage, naming the City of Woodstock as an additional insured, for all contents relating to its operations on said premises and shall indemnify and hold harmless the City of Woodstock and the Union Pacific Railroad from any and all liability for loss or damage to property whatsoever and all injury to or death of persons whomsoever while on or about the premises whenever such loss or damage to property or injury or death is caused by the Respondent's operations on said premises. Minimum amount of General Liability Insurance for Bodily Injury shall be \$5,000,000.

Sublease Provisions

The lessee shall not sublet in whole or in part any area of the Train Depot without the prior written consent of the City of Woodstock.

Site Inspection Dates

The leased portion of the Woodstock Train Depot will be available for inspection during the following hours for those individuals wishing to view the space:

Thursday, April 18, 2013	10:00 a.m. to 11:30 a.m.
Tuesday, April 23, 2013	2:30 p.m. to 4:00 p.m.

Sample Lease Agreement

A copy of the City's existing lease agreement has been included as Attachment B. The City Administration would anticipate, with the exception of the lease term, to enter into a similar agreement with any future tenant. Some provisions may be subject to change based on the respondent's proposal.

Proposal Submittal Requirements

Proposals are due by 5:00 p.m. Friday, May 10, 2013 at:

Office of the City Manager
City of Woodstock
121 West Calhoun Street
Woodstock, IL 60098

The following information must be included with all proposals:

- 1) A biographical resume of all parties involved in the business, including:
 - a. Name(s)
 - b. Address(es)
 - c. Education/Employment History
 - d. Other business ventures (current and past)
 - e. Current credit report
 - f. Projected Profit/Loss Statement for two years
 - g. Profit/Loss Statements for existing business for last two years
 - h. Current landlord information (i.e., name, address, etc.)
- 2) A description of the proposed uses which will occur on the site including, but not limited to the following information:
 - a. Type of business
 - b. Officers (if a corporation)
 - c. Major Investors/Owners
 - d. Hours of operation
 - e. Proposed number of employees (full and part-time)
 - f. Proposed modifications to existing space
 - g. Planned opening date
 - h. Future growth projections
- 3) Financial information relating to the establishment of the business, including identification of the proposer's current banking relationships and the amount of available credit line to the participants.
- 4) A business plan that identifies the company's mission, product lines and marketing plan. A sample business plan can be reviewed from the Small Business Administration's website at:

http://www.bplans.com/restaurant_cafe_and_bakery_business_plan_templates.php
- 5) Any additional information or other pertinent materials which would assist the City in evaluating this proposal should be included in your submittal.
- 6) A signed copy of the waiver form/submitter's checklist included within the City's RFP.
- 7) Three (3) copies of all submittal documents must be included for a complete project proposal (if mailed).

Basis for Evaluation:

All proposals will be evaluated by the City Administration before presentation to the City Council. After receipt of the proposals, the City Administration will conduct interviews with any and or all individual submitters to discuss their proposals in greater detail. Any potential use of the building should be one which would benefit not only the Woodstock Train Depot but the entire downtown area as a whole, creating new traffic and providing new uses and reasons for people to frequent the Woodstock City Square.

Proposals will be judged on their ability to further enhance the downtown's vitality, economic life, and role in community activities. The Woodstock Square is truly the center of our community and the City remains committed to maintaining its prominence.

Proposals will also be evaluated on the basis of the best long-term financial return to the community, which includes, but is not limited to following factors:

- 1.) The ability of the proposed use to reinforce existing viable uses in the downtown area;
- 2.) The ability to pay rent and properly maintain the leased as well as the public portion of the building;
- 3.) The potential stability/longevity of the business;
- 4.) The financial viability and proposed business plan; and
- 5.) The overall benefit to the Woodstock community.

Any proposed alterations to the structure will also be carefully evaluated by the City of Woodstock as well as the Union Pacific Railroad. Any alterations must be consistent with the exterior and existing interior qualities of the site. Exterior changes to the structure are subject to review by the City of Woodstock's Historic Preservation Commission. All signage for the leased space must conform with the Sign Regulations contained with the City's Unified Development Ordinance.

The lease of the structure shall be made upon the adoption of an Ordinance by the Woodstock City Council. In addition, no lease of the property shall be made without first making public disclosure of the terms of such agreement. It is anticipated that the final action regarding this lease agreement will be made by the City in June, 2013.

The City of Woodstock retains all rights to reject any and all proposals, should none be appropriate or in the best interest of the City of Woodstock, Illinois. The City also reserves the right to enter into simultaneous negotiations with more than one party.

The City of Woodstock reserves the right, where it may serve the City of Woodstock's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Woodstock, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Woodstock reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The City of Woodstock will not be responsible for any costs associated with the development of any proposals.

Submission of a proposal indicates acceptance of all of the conditions contained within this request for proposals.

Questions:

Any questions concerning this request for proposals or the Train Depot should be directed to:

Roscoe Stelford
Deputy City Manager/Finance Director
City of Woodstock
121 W. Calhoun Street
Woodstock, IL 60098
815/338-4300
RStelford@woodstockil.gov

WAIVER FORM

Submitter's Checklist (Must be Completed, Signed and Dated)

- ☐ Proposal Includes a Business Plan
- ☐ Proposal Meets the Minimum Hour Requirements
- ☐ Proposal Includes the Payment of All Utilities
- ☐ Proposal Includes the Payment of Monthly Rent (Minimum \$800)
- ☐ Proposal Includes Pro-Forma Financial Statements for Two Years
- ☐ Proposal Includes a Signed Copy of this Waiver Form
- ☐ Three Copies of the Proposal Have Been Submitted (if Mailed)

Mail Completed Proposals to:

Office of the City Manager
City of Woodstock
121 West Calhoun Street
Woodstock, IL 60098

Fax Proposals to:

Fax #: 815/334-2269

E-Mail Proposals to:

RStelford@woodstockil.gov

Proposals must be RECEIVED by 5:00 p.m. Friday, May 10, 2013.

Waiver:

I individually, or as an authorized representative of the organization submitting this proposal, do hereby certify, warrant, and assure that:

I have read all assurances and certifications outlined within this requests for proposals and do hereby bind myself and my organization to abide by them. All information set forth in this proposal is true, accurate, and complete, to the best of my knowledge. If applicable, the named partnership or corporation has authorized me, as its representative, to submit this proposal. By submitting this offer, I agree with honoring the submitted proposal for at least 60 days from the proposal due date.

Signature

Date



ATTACHMENTS

Request for Proposals
Woodstock Train Depot
Rental Space

City of Woodstock, IL

April 1, 2013

Office of the City Manager
City of Woodstock
121 W. Calhoun Street
Woodstock, IL 60098

Attachment A



ATTACHMENT B
ORDINANCE NO. 08-O-_____

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF WOODSTOCK AND BRIJES CANDIES DBA
TRAX DEPOT FOR A PORTION OF THE WOODSTOCK TRAIN STATION**

WHEREAS, the CITY OF WOODSTOCK, hereinafter referred to as the "City" has entered into a Lease and Beautification Agreement with the Chicago and Northwestern Transportation Company, hereinafter referred to as "Railroad" for the property commonly known as the "Woodstock Train Station"; and

WHEREAS, this above-referenced lease is now between the Union Pacific Railroad Company and the City of Woodstock; and

WHEREAS, the Lease and Beautification Agreement provides for an indefinite term; and

WHEREAS, as stipulated in the Lease and Beautification Agreement, the City desires: 1) to maintain the existing architectural appearance of the passenger station on said premises; 2) to control and maintain access to the said station; 3) to maintain the surrounding beautification areas; and 4) to develop commercial endeavors in the station which will serve the Railroad's commuters; and

WHEREAS, in order to develop commercial endeavors for the facility, the City has leased a portion of the Woodstock Train Station; and

WHEREAS, BriJes Candies DBA Trax Depot has maintained and operated the downtown train depot for the City of Crystal Lake and has experience in the areas of retail sales, specifically with those products that target commuter patrons; and

WHEREAS, BriJes Candies DBA Trax Depot also has experience with the issues and challenges that are inherent with operating a business in a commuter station.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the CITY OF WOODSTOCK, McHenry County, Illinois as follows:

SECTION 1: The attached agreement between the CITY OF WOODSTOCK and BRIJES CANDIES DBA TRAX DEPOT, identified as Exhibit I and incorporated herein by reference, is hereby approved and that the Mayor and City Clerk are thereby authorized to execute said agreement on behalf of the CITY OF WOODSTOCK.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage by a three-fourths vote of the corporate authorities. Publication in pamphlet form is hereby authorized, as provided by law.

Ayes:

Nayes:

Absentees:

Abstentions:

APPROVED:

Mayor Brian Sager Ph.D.

(Seal)

Attest: _____
City Clerk, Meaghan Haak

Passed: October 7, 2008

Approved: _____

Published: _____

**LEASE AGREEMENT BETWEEN
THE CITY OF WOODSTOCK
AND
BRIJES CANDIES, INC. DBA TRAX DEPOT,
FOR THE LEASE OF A PORTION OF
THE WOODSTOCK TRAIN STATION**

This Lease Agreement, entered into this 1st day of December, 2008 by and between the City of Woodstock (Lessor) and BriJes Candies, Inc. DBA Trax Depot (Lessee) is mutually agreed to as follows:

A. IMPROVEMENTS BY CITY

The City of Woodstock will be responsible for the proposed electrical and plumbing improvements to prepare the space for service as a retail coffee business. The City of Woodstock will, on behalf of the Lessee, enforce the existing lease agreement with Union Pacific for any necessary building improvements, which will be completed based on the discretion of Union Pacific.

B. TERMS OF AGREEMENT

The first term of the Lease is from December 1, 2008 through November 30, 2011. On or around June 1st of each renewal year, Lessee and Lessor will meet to discuss the appropriate rental amount to be paid for the space for the next upcoming three-year period. If the parties agree through a written memorandum of understanding as to the monthly rent for the upcoming three-year period, this lease will automatically renew for another three years. This lease may automatically renew up to a maximum of three times with a final expiration of November 30, 2020. All other terms of the lease shall continue in full force and effect after an automatic renewal and notwithstanding any change in rent.

C. RENT

The rent for the premises will be \$750.00 per month effective March 1, 2009 and this amount of rent will remain in effect through November 30, 2011. Lessee shall pay the City monthly in advance, until termination of the lease is sent in writing to 121 W, Calhoun Street, Woodstock, IL 60098 or any other address designated by the City. Lessee agrees to compensate the City for any costs of eviction, including court costs and attorney fees, or damages pursuant to eviction.

D. UTILITIES

The Lessor shall be responsible for all utilities, including garbage service, for the premises, and those associated with the passenger section of the train station.

E. RESPONSIBILITY OF LESSEE

Lessee agrees to maintain all portions of the train station, including the public washrooms, in a clean, sightly, and healthy condition.

Lessee shall not be responsible for repairing or replacing any structural parts of the premises resulting from ordinary wear and tear (such as floors, roof, heating plant, and foundation).

Lessee shall be responsible for all costs of improvements to the building for remodeling, fixtures, and other improvements, which are not specifically identified within this agreement as City's responsibilities, that are required to prepare and maintain the leased space as a retail operation. Any major modifications to the premises must be approved by the City.

Lessee shall notify the City by November 1st of each year, if possible, of any requests for structural or HVAC plant repairs/improvements. As part of their annual budgeting process, these requests will be taken into consideration. Lessee shall notify the City immediately of any structural or HVAC defects that require immediate attention. Notwithstanding the City's promise to consider these requests, the parties agree that the City has no responsibility for improvements and any improvements undertaken by the City shall be the sole discretion of the City.

F. SUBLEASE REQUIREMENT

Lessee shall not sublet in whole or in part any area of the premises without prior consent, in writing, of the City. Lessee is authorized to locate one "Cash Station" machine on the premises.

G. INSURANCE

The City shall provide property and liability insurance coverage in accordance with the Lease and Beautification Agreement between the Chicago and Northwestern Company and the City of Woodstock, dated March 9, 1985. Lessee shall provide insurance, naming the City of Woodstock as an additional insured, for all contents relating to its operations on said premises and shall indemnify and hold harmless the City of Woodstock and the Union Pacific Railroad Company from any and all liability for loss or damage to property whatsoever and all injury to or death of persons whomsoever while on or about the premises whenever such loss or damage to property or injury or death is caused by the Lessee's operations on said premises. Minimum amount of General Liability Insurance for Bodily Injury shall be \$5,000,000. Lessee shall be obligated to maintain this insurance throughout the term of this Lease, and shall provide proof of such insurance to the City upon demand.

H. DEFAULT OF OPERATIONS

If the Lessee defaults in any obligations stipulated in this Lease Agreement, then such event or action shall be deemed to constitute a breach of this Lease and if such default remains unremedied for thirty (30) days after notice in writing, this Lease shall cease and terminate at the City's option.

I. HOURS OF OPERATION

Lessee shall control the hours during which the retail operations on the premises will be open to the public. The premises shall be open, at a minimum, the following hours:

Monday - Friday	5:30 a.m. - 12:00 p.m.
Saturday	7:30 a.m. - 12:00 p.m.
Sunday	8:15 a.m. - 12:00 p.m.

Lessee may close the premises on major holidays (i.e., New Years Day, Easter, Thanksgiving, Christmas). In addition, the Lessee may close the premises for a period of one week in each calendar year to allow for the completion of any major renovations or improvements to the facility. The Lessee must inform the City in writing at least thirty days prior to closing the facility for the aforementioned one-week period. Notification to the public, in the form of signage, must also be provided by the Lessee at least thirty days prior to closing for the one-week period.

J. PARKING

The City of Woodstock will designate the entire south/west side of the depot building as well as the south side of the parking lot, beginning 35 feet north westerly from the west side of the entrance from Church Street, and continuing to 85 feet north westerly from the west side of the entrance from Church Street for 15 minute parking between the hours specified of any day except Sundays and public holidays.

K. ASSIGNMENT

The Lessee may not assign the rights to the lease of the premises to another owner, corporation, partnership or other legal entity without first receiving the express written permission from the Lessor, which approval of the assignment rests at the sole discretion of the Lessor.

L. TERMINATION OF LEASE

Either party may, at any time, terminate this Lease by giving sixty (60) days written notice of intention to do so.

M. SEVERABILITY

If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

N. GOVERNING LAW

That this Lease Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the ordinances of the City of Woodstock.

IN WITNESS WHEREOF, the City of Woodstock and BriJes Candies, Inc. DBA Trax Depot have executed this Lease Agreement on the date specified below.

BRIJES CANDIES, INC. DBA TRAX DEPOT

CITY OF WOODSTOCK

By:_____

By:_____

Attest:_____

Attest:_____

Date:_____

Date:_____